

14 by CLCs have errors that must be corrected." Were you  
15 consulted about that?

16 A. No.

17 Q. Do you know whether, at that time, 17 to 26  
18 percent of the orders sent by AT&T contained errors that  
19 needed to be corrected?

20 A. Do I know if that number was accurate at that  
21 time?

22 Q. I am not asking you whether it was accurate.  
23 Overall, because the sentence overall applies to all  
24 carriers, not just to AT&T, right? It appears to --

25 A. It appears to.  
0049

1 Q. What I am asking you, do you know whether AT&T  
2 had the same error rate as the overall error rate that's  
3 claimed in the letter?

4 A. No, I don't.

5 Q. Do you know whether over all AT&T is more or  
6 less prone to submit orders with errors than other CLCs?

7 A. No, I don't.

8 Q. Who would know that, if anybody?

9 A. John Stankey.

10 MR. ETTINGER: Maybe we can take a little break  
11 here.

12 MR. KOLTO-WININGER: Sure.

13 (Recess taken.)

14 MR. ETTINGER: Q. Ms. Moir, several questions  
15 that maybe I should have asked you earlier.

16 You told us what your current job is. Maybe you  
17 can just briefly give us your employment history with  
18 Pacific.

19 A. And clarify what my current job is, because I  
20 did give you a hire level.

21 My employment history with Pacific Bell, I  
22 joined in May of 1988, as a member of the AT&T account  
23 team, responsible for much more specialized  
24 responsibilities, Special Access activity. I don't think  
25 you care about the details.

0050

1 Went into product management and spent three  
2 years there, responsible for the Special Access portfolio,  
3 and joined the AT&T account team, again, last March, as a  
4 director.

5 Q. Did you want to clarify anything more about your  
6 current responsibilities?

7 A. At this time, I am responsible for the  
8 development of product and pricing requirements on behalf  
9 of AT&T, and not for the service and maintenance issues.

10 Q. That would be --

11 A. Such as an escalation in the LISC over an order  
12 of concern to Bob Ulrich, for example.

13 Q. But you said you are not responsible for the  
14 service items, and that would be --

15 A. For the data management. Oh, that would be  
16 Terri Beck.

17 Q. You said you joined Pacific in '88 and prior to

18 that time, where did you work?

19 A. I worked for Olston Services as sales

20 representative. Prior to that, I worked for Jacuzzi Bath

21 as a sales support. And prior to that, I graduated from

22 college at Berkeley, 1985.

23 Q. Your degree is in?

24 A. I have a BA in sociology from Berkeley in 1985

25 and an MBA from Santa Clara in 1995.

0051

1 Q. During your employment with Pacific, what

2 training have you had -- let me ask you this, in the way

3 of any courses or things that -- formal training that you

4 have attended.

5 A. Yes.

6 Q. Can you summarize that for us or is it

7 voluminous?

8 A. It's fairly extensive. Quite a bit of technical

9 network. I have most recently completed 18 units of upper

10 graduate work in technical digital services.

11 Q. This is 18 units of Pacific training or 18 units

12 of --

13 A. It's college, it's college.

14 Q. -- of university training?

15 A. It was Pacific Bell paid for and at Pacific Bell

16 premises, but comparable to 18 units of technical

17 training.

18 Q. As I understand it, you are not an engineer by

19 education, but you are receiving some engineering-type

20 training?

21 A. I am not an engineer by education, and I would

22 not compare this to engineer training.

23 Q. But what is it, technical telecommunications?

24 A. It is. Sales oriented marketing, oriented

25 technical telecommunications education.

0052

1 Q. So as part of that training, things that you

2 need to know about the business, and that's part of the

3 training that you are referring to?

4 A. Yes.

5 Q. Any other types of training that you have

6 received?

7 A. General management.

8 Q. Now, as I understand your employment with

9 Pacific, you originally were hired on to the AT&T account

10 team dealing with Special Access; correct?

11 A. Yes.

12 Q. Then you left the account team to go into

13 product management?

14 A. Yes.

15 Q. That was basically also Special Access?

16 A. Special Access industry market.

17 Q. Product management, just so I understand it, is

18 less dealing with a customer and more of managing the

19 product as a whole, pricing and features. Is that a fair

20 characterization?

21 A. Yes.

22 Q. Then you went back to the AT&T account team in

23 what was it, March of '96?

24 A. Yes.

25 Q. This was a promotion for you?

0053

1 A. Yes.

2 Q. And did you receive any special training or --

3 did you receive any special training at that time, at the

4 time you went back?

5 A. I don't understand what you mean by special.

6 Q. What were you told that your job was going to be

7 when you accepted this new position?

8 A. My responsibilities included advocating AT&T's

9 needs internally and to the business in the areas of

10 access or resale or local services competition.

11 Q. And at the time, local services

12 competition -- local service resale was a new phenomenon,

13 correct?

14 A. Local services resale was in its genesis. It

15 was only partially available in the market. It was in the

16 developmental stage.

17 Q. So is it fair to say that at the time you took

18 this as a new job, you didn't know much about local

19 services resale?

20 A. Yes.

21 Q. What steps did you take to -- or did Pacific

22 give you to educate you or give you more knowledge about

23 what was involved with local services resale?

24 A. Let me correct myself, first of all.

25 Q. Okay.

0054

1 A. As a product manager, I was responsible for  
2 private line resale issues. So I had some familiarity  
3 with it. And in those areas I was not familiar with or  
4 were in the developmental stage, I was immersed in the  
5 issues, all documentation, such as the Telecom Act,  
6 working with the folks who were helping to develop it. To  
7 my knowledge, there is no class to teach you about resale.  
8 You get in and you learn on a one-on-one basis.

9 Q. Is it fair to say that Pacific was developing  
10 its knowledge at that time?

11 A. Yes.

12 Q. And you were one of the individuals who were  
13 involved in shaping that?

14 A. Yes.

15 Q. You mentioned that you were on the AT&T account  
16 team. Are there other account teams?

17 A. Yes, there are other account teams.

18 Q. And can you tell me what they are? Is there an  
19 MCI account?

20 A. Yes, there is an MCI account team, a Sprint  
21 account team. The larger carriers have individualized  
22 accounts. The smaller carriers, which I am much less  
23 familiar with, do not.

24 Q. How many account teams are there for individual  
25 carriers?

0055

1 A. I think there are four, but I am not sure. I  
2 typically don't deal with anyone in the carrier, what we  
3 would refer to as carrier majors, so I am very unfamiliar  
4 with their structure. I am more familiar with Sprint, MCI  
5 and AT&T.

6 Q. So you are familiar with account teams for  
7 Sprint and MCI?

8 A. To some extent. I want to be very clear that  
9 much of my knowledge of their structure has to do with a  
10 personal basis, in working with the same people over the  
11 years, and has much less to do with knowledge about the  
12 account itself, we are very clear about our proprietary  
13 differences.

14 Q. Understanding that, do the account teams have  
15 any sort of regular meetings or -- let's leave it at  
16 meetings, in order to discuss, perhaps, common problems or  
17 common issues?

18 A. I am aware of two types of account team  
19 meetings. One is general administrative issues, personnel  
20 management, and I attend those. And I believe that there  
21 are some meetings, I don't know how regular, I don't know  
22 who attends them, but I believe there is discussion  
23 between account teams and product management -- process  
24 management to discuss common issues.

25 Q. You do not attend regular meetings with other  
0056

1 account teams, is that what you stated, other than the  
2 administrative personnel?

3 A. Other than administrative personnel, no.

4 Q. Just so I am clear, the administrative personnel  
5 meetings have to do with who is going to be hired for a  
6 particular job opening and who might be transferred from  
7 job A to job B, that kind of thing?

8 A. That's an example of what we would discuss.

9 Q. Other examples might be if you supervise an  
10 employee, how they are evaluated for salary administration  
11 purposes, those kinds of things?

12 A. Yes.

13 Q. I am not asking about that. I am asking about,  
14 let's say, issues that -- let's take a particular issue  
15 that was referenced in your October letter about -- you  
16 state that, in your letter to AT&T, that Pacific was not  
17 meeting its commitment in issuing FOCs within four hours.

18 AT&T is not the only carrier who receives FOCs.  
19 Sprint, MCI also would receive them, correct?

20 A. That would be an assumption on my part. I don't  
21 know, don't deal with that.

22 Q. That was kind of anticipating my next question.

23 So then you did not discuss with the Sprint and MCI

24 account teams, for example, are you guys -- let me

25 rephrase it, Are your customers receiving their FOCs

0057

1 within four hours?

2 A. No, I did not.

3 Q. Do you know if there was any process for doing  
4 that?



5 A. For discussing that?

6 Q. Yes.

7 A. No. I don't know.

8 Q. If there was, you are just not aware of it; is  
9 that fair?

10 A. That's fair.

11 Q. By the same token, would your sense be the same  
12 if I asked you about, say, NDM?

13 A. Yes, it would be the same.

14 Q. And would your answer be the same if I asked you  
15 about the LISC capacity?

16 A. Not entirely the same.

17 Q. What would your answer be regarding --

18 A. To my knowledge, and the only discussions that  
19 were held to compare LISC capacity or anything like that  
20 was a very high level expression of concern that the LISC  
21 had an increasing load. It was not specific. And I want  
22 to be extremely clear about this, that part of my  
23 obligation and duty on behalf of my customer is to be very  
24 discreet. And the other account teams have the same  
25 obligation, so we do not share that kind of information.  
0058

1 Q. Let me ask you to define high level of concern.

2 By "high level," do you mean not granular, or high level  
3 in the Pacific organization?

4 A. Not granular.

5 Q. Could you give me a little bit more detail, with  
6 the caveats that you said about not revealing proprietary

7 information, about what that discussion was about, the

8 LISC capacity among the account teams?

9 A. I don't recall specific conversations. I can

10 generalize by stating that it would probably have to do

11 with order flow. And not being able to recall the

12 capacity of the LISC at any point in time or actual flow

13 through, it would have to be a statement along the lines

14 of, we are under the gun, we have got a business objective

15 and obligation to meet capacity and we are struggling.

16 Q. What I am trying to understand, was this in the

17 context of a formal meeting that was called by somebody,

18 or was it more employees discussing this with each other

19 or just dropping in an office, for example?

20 A. It's what I would say hallway conversation,

21 which is not to say that it took place in the hallway, but

22 it was not, by any means, organized.

23 Q. It was not a formal meeting that somebody

24 called, Please attend this meeting on capacity of the

25 LISC?

0059

1 A. No, it was not a formal meeting.

2 Q. It was co-employees, the sharing of a common

3 problem?

4 A. That's fair to say.

5 Q. Did anybody, having shared the problems or --

6 let me phrase it this way.

7 At some point, you apparently came to realize

8 that it wasn't only AT&T that was, let's say,

9 dissatisfied, if I might use that phrase, with the  
10 capacity of the LISC. That information that you got from  
11 your co-employees was that other carriers also had the  
12 same concern or dissatisfaction, right?

13 A. I had a vague awareness, yes.

14 Q. Did you do anything with that information, such  
15 as escalate it up your chain of command?

16 A. The information that other carriers might be  
17 concerned about our LISC capacity?

18 Q. Yes.

19 A. My responsibility is to advocate on behalf of  
20 AT&T, so any escalation I would do, would perform, would  
21 be on behalf of AT&T only, so no.

22 Q. So you didn't do it in the context of an  
23 industry-wide problem?

24 A. No, I did not. Was I aware that there was  
25 concern on behalf of Jerry Sinn on performance of his  
0060  
1 organization? Yes, I was aware of that.

2 Q. Did you escalate it on behalf of just AT&T?

3 A. Yes, I did.

4 Q. When you say escalate, that would be to  
5 Ms. Corby?

6 A. To Ms. Corby and directly to to Jerry Sinn.

7 Q. Just so I recollect, in the Pacific organization  
8 at that time, Ms. Corby and Mr. Sinn were peers, as far as  
9 their job titles?

10 A. Yes.

11 Q. I guess now I want to turn to your current job.

12 Maybe you can tell me again what your current duties are.

13 A. I am responsible for the development --

14 developmental issues on behalf of AT&T. This would

15 include access, such as requests for product development

16 to enhance our access; product offerings, and I will not

17 be any further specific because of proprietary concerns,

18 as well as resale issues.

19 Q. When you say developmental, you are talking

20 about developing new products and services?

21 A. Yes.

22 Q. To the extent that AT&T still has some problems

23 similar to those that are addressed in your letter of

24 October 22nd, would you be the person that AT&T deals with

25 on those?

0061

1 A. With regard to the issues mentioned in the

2 letter from October 22nd, most likely not. I have some

3 role in systems development. However, there is no clean

4 line between when something becomes -- when it becomes

5 developmental or established.

6 Q. Are you aware of the complaint that AT&T has

7 filed in this case?

8 A. I am aware, yes.

9 Q. Have you read it?

10 A. I have read portions of it. I am not intimately

13 that are alleged in the complaint and ask you if those are  
14 part of your current responsibilities.

15 A. Okay.

16 Q. One of the things that have led to the complaint  
17 have to do with Pacific's disconnecting customers of AT&T  
18 who migrated from Pacific to AT&T for local service. Are  
19 you aware of that?

20 A. I am aware that's in the complaint.

21 Q. Do you know whether this problem of  
22 disconnecting customers still exists?

23 A. I don't know.

24 MR. KOLTO-WININGER: Can we just lay a general  
25 objection so that I don't object to each question? When  
0062

1 you state that there is an allegation in the complaint,  
2 and then you ask whether she is aware that the problem  
3 actually exists, I want to be clear that there is no  
4 connecting question in there of whether that -- whether  
5 she is aware that that allegation actually is a problem.  
6 So I am going to just have a running objection to lack of  
7 foundation, if you want to skip that step.

8 MR. ETTINGER: Sure. I am not asking her  
9 whether she knows that these allegations are true.

10 MR. KOLTO-WININGER: Right. I had that  
11 understanding as well, so I just want to have that as a  
12 general objection to lack of foundation.

13 MR. ETTINGER: Fair enough. Maybe I will even  
14 ask the question differently.

15 Q. Assuming that you -- that the allegations are  
16 correct for purposes of the question, I am not asking you  
17 to admit that the allegations are true or not true. If  
18 the problem was still going on, you would not be aware of  
19 it or --

20 A. If there were a problem with the loss of dial  
21 tone, I am not aware of it.

22 Q. If there were such a problem, would it be part  
23 of your job responsibility to communicate with AT&T about  
24 it?

25 A. Not on a regular basis.

0063

1 Q. How about the capacity of the LISC. You  
2 testified before you were unaware what the present  
3 capacity of the LISC was, right?

4 A. That is correct.

5 Q. Do you know whether there is a backlog condition  
6 currently existing in the LISC?

7 A. I believe there is a backlog.

8 Q. Are you aware of Pacific's plans, current plans  
9 to clear that backlog?

10 A. I am aware that there are plans. I don't know  
11 specifically what they are. John Stankey would be a good  
12 source.

13 Q. Would you be, in your current job, responsible  
14 for communicating with AT&T about the status of the  
15 backlog and when it's going to be clear?

16 A. No, that would not be part of my current job

17 responsibilities.

18 Q. That would be Terri Beck?

19 A. That would be Terri Beck.

20 Q. How about the issue of issuing FOC through in  
21 four hours? Assume for the moment, for the purpose of the  
22 question, that Pacific still was not issuing FOCs within  
23 four hours to AT&T. Would you be the person responsible  
24 for communicating that to AT&T?

25 A. I would not, and I'd like to clarify this and  
0064  
1 the previous question. Both Terri Beck and John Stankey  
2 would be appropriate.

3 Q. Are you aware of whether or not the current time  
4 Pacific is issuing FOCs to AT&T is within four hours?

5 A. My understanding is that we are not.

6 Q. I think I may have asked this before, if I did,  
7 excuse me. Are you aware of what the time frame is  
8 currently?

9 A. No, I am not.

10 MR. ETtinger: I have no further questions at  
11 this time.

12

13 EXAMINATION BY MS. LEE

14 MS. LEE: Q. Hi. I am Evelyn Lee and I  
15 represent MCI. I have just a couple of questions for you.  
16 They are follow-ons to what you and Bill were discussing  
17 just now.

18 I think you stated that, once you realized that

19 AT&T was dissatisfied with the rate at which its orders  
20 were being processed at the LISC, you escalated the issue  
21 directly to Mr. Sinn; is that correct?

22 A. At one point in time, yes.

23 Q. Do you recall when that conversation occurred?

24 A. No. I can generalize for you that it was

25 possibly in the November time frame.

0065

1 Q. It would have been after your October 22nd

2 letter?

3 A. Yes.

4 Q. Going back to your previous experience at Pac

5 Bell, after your initial work with the AT&T account team,

6 you went to work on Special Access issues. That job was

7 separate from your work with the AT&T account team?

8 A. I had Special Access responsibilities on the

9 account team. I moved to product management, a different

10 organization entirely within IMG, Industry Market Group,

11 and I had Special Access responsibilities there as well.

12 Q. In that position, was your compensation based

13 upon your job performance?

14 A. Yes.

15 Q. And can you tell me what was the indicia of your

16 job performance?

17 A. What the metrics were?

18 Q. Yes.

19 A. I am compensated -- at that time, I was

20 compensated based on revenue as well as customer



21 satisfaction.

22 Q. Revenue from what sources?

23 A. Special Access revenue from the carrier market.

24 Q. And were you assigned to a specific carrier?

25 A. Not as a product manager, no. I was responsible  
0066

1 for all customers in the IMG organization, of which there

2 are approximately 150 customers.

3 Q. I think you said the second criteria was

4 customer satisfaction?

5 A. Yes.

6 Q. Can you tell me how customer satisfaction was

7 measured?

8 A. Quarterly reports, frequently. An example would

9 be MCI's ACE, A-C-E, I think. I am not that familiar with

10 it. AT&T quarterly reports. They are very clearly

11 defined metrics.

12 Q. Can you explain what an ACE is?

13 A. All I know is that it's a quarterly report card,

14 and it reflects satisfaction with the products available

15 to them and the service quality associated with it.

16 Q. Who authors the ACE?

17 A. Someone within MCI. It was filtered, frankly,

18 through the MCI account team. I did not receive the

19 entire report, nor did I have access to it.

20 Q. Do you recall what components were included

21 within the service quality?

22 A. I can recall them at a high-level provisioning

23 intervals, service availability, which is a service

24 quality parameter. There's frankly quite a bit in the

25 metrics. I don't recall all of them at this time.

0067

1 Q. Would the metrics also include operational

2 failure rates? I don't really know how to label this, but

3 something like a break in the service?

4 A. Where the service was -- where the circuit was

5 out of service, for example?

6 Q. Correct.

7 A. Yes, they would include that in the Special

8 Access arena. I want to be very clear that I am talking

9 about Special Access here.

10 Q. Yes.

11 A. Okay.

12 Q. Would the service quality metrics include

13 connections between the right facilities, and I am not an

14 engineer, so I am not really sure what I am talking about,

15 but --

16 A. Was the circuit provisioned correctly?

17 Q. Right, so that the lines matched up?

18 A. As far as I know, there is no distinct

19 measurement of that, that that is a part of provisioning.

20 You would not accept a circuit unless it was provisioned

21 to meet your needs.

22 Q. Just another question. When you came, when you

23 assumed your present position as director on the AT&T

24 account team with responsibility for resale, were you

25 subject to the same type of compensation metrics?  
0068

1 A. Similar compensation metrics, yes, in that my  
2 pay is tied to performance of objectives, which include  
3 customer satisfaction as well as making the target set for  
4 the account, and to that end, my objectives obviously  
5 focus on that.

6 Q. Can you list out your objectives?

7 A. My key priority for 1997 is making AT&T  
8 successful in the local business, local service market.

9 Q. And what is your definition of AT&T being  
10 successful in the local service market?

11 MR. KOLTO-WININGER: I am going to object only  
12 to the extent it calls for some numerical value, because  
13 it will involve proprietary information, it will involve  
14 proprietary information relating to AT&T.

15 MS. LEE: I think -- well, I will defer to Bill.

16 MR. ETTINGER: If the question can be answered  
17 without revealing any numbers, but I think she should go  
18 ahead. We are going to -- if it requires that she reveal  
19 a number, then I would object and direct the witness not  
20 to answer, or request that the witness not answer.

21 MS. LEE: I am not looking for a specific  
22 number, rather the existence of a number, if that's  
23 included in the answer.

24 MR. ETTINGER: I have no objection to answering  
25 a question yes or no, whether there is such a number.  
0069

1 MS. LEE: Q. Do you know what the question is?

2 A. Let me state what I think the question is. If  
3 you need -- do I have specific objectives to meet, the  
4 answer I would give you, without divulging proprietary  
5 information, where AT&T shares with me their quantified  
6 business objectives, that is the measure of success.  
7 Where they do not measure it with me, it is a satisfaction  
8 rating. In other words, they may tell me that you are  
9 meeting my objectives or you are not meeting my  
10 objectives. I need you to do some other item.

11 Q. To your knowledge, do AT&T's objectives include  
12 the migration of resale customers within the agreed-upon  
13 time frames?

14 A. Their objectives do include a migration pattern.  
15 They have quantified to a certain extent and shared with  
16 me what I need to know in order to do business on their  
17 behalf.

18 MR. KOLTO-WININGER: I guess I want to clarify.  
19 Did you mean meeting within time intervals --

20 MS. LEE: Within -- yeah.

21 MR. KOLTO-WININGER: -- the migration?

22 MS. LEE: Q. Since the contract is in place,  
23 and it's been referred to their, say, migration within the  
24 time intervals expressed in the AT&T and Pacific contract.

25 A. The time intervals, as it relates to my business  
0070

1 objectives, are primarily those within the contract,  
2 keeping in mind that other dates outside of the contract  
3 are subject to change because of the volatility associated

4 with the new market development.

5 Q. Is there some periodic assessment by AT&T of  
6 whether you are meeting their business objectives?

7 A. Yes.

8 Q. How frequently does that occur?

9 A. Formally on a quarterly basis.

10 Q. Can you describe for me what percentage of your  
11 compensation is contingent upon AT&T's satisfaction with  
12 your resale performance?

13 MR. KOLTO-WININGER: I am going to object that  
14 it calls for her to disclose information that may be  
15 private to the witness, and if you want to talk about it  
16 in generalized terms, go ahead. But if you want to stay  
17 away from disclosing information that may be private to  
18 you, then I will assert an objection on any information  
19 that might call for specific levels of compensation or for  
20 percentages.

21 THE WITNESS: In order to maintain some privacy,  
22 I would answer the question in stating that it's -- a  
23 significant proportion of my compensation is tied to  
24 performance.

25 MS. LEE: Q. By significant, would you say more  
0071  
1 than 50 percent?

2 A. No.

3 Q. Would you say more than 20 percent?

4 A. Yes.

5 Q. Have you received any instruction from Pac Bell

6 concerning the limits of success that you should encourage  
7 on behalf of AT&T?

8 MR. KOLTO-WININGER: Can I take a break? Just  
9 totally unrelated to that question, I want to ask  
10 something about the witness regarding her rights to  
11 privacy on the prior questions.

12 MS. LEE: Sure.

13 MR. KOLTO-WININGER: I am going to request that  
14 the record be sealed on the range of the level of  
15 compensation that's affected by her performance level, as  
16 that's a privacy issue, and it's not of general knowledge  
17 at Pacific Bell or outside of Pacific Bell.

18 MS. LEE: Well --

19 MR. ETTINGER: Are you requesting that that  
20 information be treated pursuant to the proprietary  
21 nondisclosure agreement between the parties that may be  
22 entered in the future?

23 MR. KOLTO-WININGER: That's correct. We have an  
24 understanding that we will agree -- we will enter into a  
25 mutually agreeable confidentiality agreement, and that if  
0072

1 we are unable to resolve any differences on such an  
2 agreement, that we will seek assistance from the  
3 commissioner on any terms that we can't agree on.

4 MS. LEE: Well, I think under the terms of the  
5 to-be-signed confidentiality agreement, any of us can  
6 claim materials to be confidential, and it is just up to  
7 the requesting parties to go through the process. So I

8 don't have any objection to your reliance on the  
9 to-be-signed confidentiality agreement.

10 MR. KOLTO-WININGER: I am asserting the rights  
11 now on the record, that we will claim that to be  
12 confidential.

13 MR. ETtingER: No objection from AT&T.

14 MS. LEE: Q. Can we go back to the question  
15 that I asked before the break?

16 Did you ever receive any instruction from Pac  
17 Bell on what the limits of AT&T's success in the resale  
18 market should be?

19 A. That phrase is not at all familiar to me, in  
20 terms of using the word limit in association with success  
21 in the resale market. My communications around this, both  
22 in receipt and in giving, have to do with meeting AT&T's  
23 objectives.

24 MS. LEE: I don't have any other questions for  
25 you. Thank you.  
0073

1 MR. ETtingER: I am finished.

2 MR. KOLTO-WININGER: Thank you.

3

4 (Whereupon, the proceedings were adjourned  
5 at 12:15 p.m.)

6

7 -- o0o --

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

0074

1

# CERTIFICATE OF WITNESS

2

3

4

5 I, the undersigned, declare under penalty of

6 perjury that I have read the foregoing transcript, and I

7 have made any corrections, additions, or deletions that I

8 was desirous of making; that the foregoing is a true and

9 correct transcript of my testimony contained therein.

10

11 EXECUTED this day of



12 19 , at

13

14

15

16 CARYN D. MOIR

17

18

19

20

21

22

23

24

25

0075

1 )

2 STATE OF CALIFORNIA ) ss.

3 )

4 I, SANDRA L. CARRANZA, the undersigned, a Certified

5 Shorthand Reporter of the State of California, hereby

6 certify that the witness in the foregoing deposition was

7 by me duly sworn to testify to the truth, the whole truth,

8 and nothing but the truth in the within-entitled cause;

9 that said deposition was taken at the time and place

10 therein stated; that the testimony of said witness was

11 reported by me, a Certified Shorthand Reporter, and a

12 disinterested person, and was thereafter transcribed under

13 my direction into typewriting; that the foregoing is a